

Rik Kowall, Supervisor
Anthony L. Noble, Clerk
Mike Roman, Treasurer



Trustees
Scott Ruggles
Liz Fessler Smith
Andrea C. Voorheis
Michael Powell

WHITE LAKE TOWNSHIP
DEPARTMENT OF PUBLIC SERVICES

7525 Highland Road, White Lake, Michigan 48383-2900, (248) 698-7700, www.whitelaketwp.com

July 11, 2024

Honorable Board of Trustees
Charter Township of White Lake
7525 Highland Rd
White Lake, MI 48383

RE: Intergovernmental Agreement for Water Connection at 1401 S. Williams Lake Road

Honorable Board of Trustees,

A Waterford Township home located at 1401 S. Williams Lake Rd. has a failed private well. This resident applied for new well permit through Oakland County Health Division and was denied due to proximity to the Buckeye Pipeline. They do not currently have water to the home and are in an emergency situation.

Waterford does not have watermain available on that section of S. Williams Lake Rd. White Lake Township water is available on our side. White Lake DPS as well as Waterford DPW agree that connecting the home to White Lake water will be the most economical and fastest way to get water service to their home. All White Lake connection fees, codes, and standards will apply. Construction will be completed at the owner's expense by a qualified contractor.

DPS requests the approval the attached Intergovernmental Agreement for Water Service draft to be amended by the Township Attorney as needed through legal review of both Townships. DPS requests this agreement to be executed by the Township Supervisor.

Sincerely,

A handwritten signature in black ink that reads "Aaron Potter".

Aaron Potter
Director, Department of Public Services
Charter Township of White Lake

**RESOLUTION TO APPROVE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CHARTER TOWNSHIP OF WHITE LAKE AND THE CHARTER
TOWNSHIP OF WATERFORD FOR THE CONNECTION OF 1401 S. WILLIAMS
LAKE ROAD TO AND UTILIZATION OF THE WHITE LAKE WATER SYSTEM**

Resolution #24-036

At a regular meeting of the Township Board of the Charter Township of White Lake, Oakland County, Michigan, held on the 16th day of July, 2024 in the Township Annex, located at 7527 Highland Road, White Lake, Michigan at 6:30 p.m.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by _____
and supported by _____.

WHEREAS the Urban Cooperation Act, Public Act 7 of 1967, as amended, MCL 124.501 *et. seq.*, and the Intergovernmental Contracts Between Municipal Corporations Act, Public Act 35 of 1951, as amended, MCL 124.1, *et. seq.* authorizes the Township of White Lake and the Township of Waterford to enter into an intergovernmental agreement for the joint exercise of power; and

WHEREAS, Property located at 1401 S. Williams Lake Road in Waterford Township (the “Premises”) has suffered a well failure, has been denied a permit for the installation of a new well and is in need of connection to a public water supply system; and

WHEREAS, Waterford Township does not have a public water supply system available to service the Premises, but White Lake Township does have a public water supply system available; and

WHEREAS, the Townships of White Lake and Waterford desire for White Lake to provide public water supply service to the Premises in Waterford Township by connecting the Premises to the White Lake Water System and collecting all fees, costs and charges, as provided in the White Lake Code of Ordinances, Chapter 38, Article II (the “Water Ordinance”); and

WHEREAS, the Township Board has considered the draft Agreement for Intergovernmental Agreement Between the Charter Township of White Lake and the Charter Township of Waterford for the Connection of 1401 S. Williams Lake Road to and Utilization of the White Lake Water System (the “Agreement”), attached as Exhibit A.

NOW, THEREFORE, the Township Board of the Charter Township of White Lake, Oakland County resolves as follows:

1. The Township Board resolves to approve the draft Agreement, attached as Exhibit A to this Resolution, in substantially the same form as presented.
2. The Township Board resolves that the Township Supervisor is hereby authorized to finalize the terms of the Agreement and execute the Agreement on behalf of the Township.

A vote on the foregoing resolution was taken and was as follows:

YEAS: _____

NAYS: _____

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

I, the undersigned, the duly qualified and acting Township Clerk of the Charter Township of White Lake, Oakland County, Michigan, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Township Board at a regular meeting held on the 16th day of July, 2024.

Anthony L. Noble, Clerk
Charter Township of White Lake

Exhibit A
(Agreement Attached)

EXHIBIT A

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CHARTER TOWNSHIP OF WHITE LAKE AND THE CHARTER TOWNSHIP OF WATERFORD FOR THE CONNECTION OF 1401 S. WILLIAMS LAKE ROAD TO AND UTILIZATION OF THE WHITE LAKE WATER SYSTEM

This Agreement is made on the ___ day of July, 2024, by and between THE CHARTER TOWNSHIP OF WHITE LAKE, a Michigan Municipal Corporation (“White Lake”), whose address is 7525 Highland Road, White Lake, Michigan 48383, and THE CHARTER TOWNSHIP OF WATERFORD, a Michigan Municipal Corporation (“Waterford”), whose address is 5200 Civic Center Drive, Waterford Michigan, 48329 (collectively the “Parties”).

WHEREAS, the Urban Cooperation Act, Public Act 7 of 1967, as amended, MCL 124.501 *et. seq.*, and the Intergovernmental Contracts Between Municipal Corporations Act, Public Act 35 of 1951, as amended, MCL 124.1, *et. seq.* authorizes public agencies to enter into interlocal agreements in order to jointly exercise any power, privilege, or authority that the agencies share in common and that each might exercise separately; and

WHEREAS, White Lake and Waterford are public agencies under Public Act 7 of 1967 and Public Act 35 of 1951. Each is authorized to provide water service by establishing, operating, and maintaining a water system; and

WHEREAS, White Lake owns and operates a public system for water supply, which serves certain areas in White Lake (“White Lake Water System”); and

WHEREAS, Waterford owns and operates a public system for water supply, which serves certain areas in Waterford (“Waterford Water System”); and

WHEREAS, the property located at 1401 S. Williams Lake Road in Waterford (the “Premises”) has a well failure, has been denied a permit for the installation of a new well and is in need of connection to a public water supply system; and

WHEREAS, the Waterford Water System is not available to serve the Premises; and

WHEREAS, the White Lake Water System is available to serve the Premises; and

WHEREAS, White Lake and Waterford desire for White Lake to provide public water supply service to the Premises by connecting the Premises to the White Lake Water System as provided in the White Lake Code of Ordinances, Chapter 38, Article II (the “Water Ordinance”); and

WHEREAS, all fees and charges required by the White Lake Water Ordinance, any attorney fees and costs in preparing this Agreement and any other fees and costs associated with

the connection of the Premises to the White Lake Water System shall be borne by the owner(s) of the Premises; and

WHEREAS, Waterford shall place delinquent water billings on the Waterford tax roll; and

WHEREAS, White Lake and Waterford agree that it is in the best interest of their respective communities to enter into this Agreement for connection of the Premises to the White Lake Water System; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. Subject to compliance with the terms of this Agreement and the White Lake Water Ordinances, standards or regulations, and at the sole cost and expense of the owner(s) of the Premises, the Premises may be connected to the White Lake water system at a location approved by White Lake, with such connection and all related work referred to as the “Water Connection Improvements.”

2. The Water Connection Improvements shall not be constructed until the owner(s) of the Premises have paid the connection fees and charges, obtained approval from White Lake of the engineering and construction plans for the improvements and have obtained all other required governmental entity permits or approvals.

3. The construction, inspections and approvals of the Water Connection Improvements shall be in accordance with White Lake Ordinances, standards and regulations. All water users of the White Lake Water System, including the Premises Owner(s), shall conform with all applicable ordinances, regulations and resolutions of White Lake that relate to the White Lake Water System. Upon request, Waterford shall adopt and enforce parallel ordinances.

4. Waterford shall assist White Lake in obtaining all necessary easements to White Lake for the installation and maintenance of the Water System on the Premises, on forms approved by White Lake.

5. Upon completion of construction and approval of the Water Connection Improvements by White Lake and any other required governmental entity, White Lake shall provide written notice to Waterford and the Premises may use the White Lake Water System subject to and as provided in the Township Ordinances.

6. All required connection fees and usage charges for the Premises connected to the White Lake Water System shall be billed and collected by White Lake directly from the owner(s) of the Premises at the rates and in the manner provided in the White Lake Water Ordinance and Resolutions.

7. Waterford agrees that White Lake's fees and charges to the owner(s) of the Premises for water service as provided in this Agreement are a lien on the Premises and that upon receiving written notice from White Lake of charges that have been delinquent for 90 days or more as of March 25th, to place those amounts together with a ten (10) percent surcharge on the Waterford tax roll for billing on the July 1 tax bill for collection in the same manner as taxes under the general property tax law and to remit any full or partial payments of those amounts received by Waterford to White Lake within 30 days of receipt.

8. The Parties mutually agree to indemnify and hold the other of them harmless for any losses, claims, causes of action or other liabilities, as well as any costs, expenses and attorney fees incurred by the other party, which arise from the performance of acts in relation to the provision of water service as contemplated under this Agreement.

9. This Agreement shall become effective upon its execution and filing, as provided herein, and shall remain in effect until terminated by mutual agreement of the Parties. As provided in MCL 124.510, this Agreement and any amendments to it shall be filed by the White Lake Clerk with the Oakland County Clerk and the Michigan Secretary of State before taking effect

10. The Parties acknowledge and agree that nothing in this Agreement requires White Lake to allow future Waterford connections to the White Lake Water System.

11. The Parties acknowledge and agree that the recitals set forth in this Agreement are integral and shall be considered part of this Agreement as if fully set forth as numbered paragraphs in this Agreement.

12. The failure to exercise, or delay in exercising, any power or right under this Agreement shall not operate as a waiver, nor shall any single or partial exercise of any such right or power preclude any other or further exercise thereof or the exercise of remedies otherwise available in equity or at law.

13. This Agreement shall not be construed for or against either of the Parties and the Parties agree that it shall be deemed to have been drafted by both Parties.

14. Each provision in this Agreement is separate. If any provisions of this Agreement are ever held by a court to be unenforceable or invalid, the balance of this Agreement shall not be affected and shall remain enforceable.

15. Neither Party may assign this Agreement without the prior written consent of the other Party. However, nothing in this Agreement shall preclude either party from engaging its contractors, servants or agents to complete the work contemplated by this Agreement.

16. This Agreement represents the entire understanding of the parties to this matter. Any amendment of this Agreement shall require a written document executed by the Parties.

CHARTER TOWNSHIP OF WHITE LAKE, a Michigan municipal corporation

Rik Kowall, Supervisor

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by Rik Kowall, Township Supervisor, on behalf of White Lake Township.

Notary Public
_____ County, Michigan
Acting in _____ County
My Commission Expires: _____

CHARTER TOWNSHIP OF WATERFORD, a Michigan municipal corporation

Gary Wall, Supervisor

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by Gary Wall, Township Supervisor, on behalf of Waterford Township.

Notary Public
_____ County, Michigan
Acting in _____ County
My Commission Expires: _____